

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Chad M. Sherwood, Esquire (CS2506)
LAW OFFICE OF CHAD M SHERWOOD, LLC
1109 South Main Street
Pleasantville, New Jersey 08232
Phone: (609) 241-8918 Fax: (609) 241-8920
Email: chad@sherwoodlegal.com
Attorney for Debtor(s)
File No. 23014

In Re:

Case No.: 23-15741

Christopher H. and Melanie M. Ruggles,
Debtors

Chapter: 13

Hearing Date: Nov 1, 2023 9 AM

Judge: Poslusny

**CERTIFICATION OF COUNSEL IN RESPONSE TO OBJECTION TO
CONFIRMATION FILED ON BEHALF OF DEBTOR FABIO BARBIERI**

I, Chad M. Sherwood, Esquire, attorney for Debtors in the above matter, hereby certify as follows:

1. I am an attorney at law, licensed to practice before this Court, and represent Debtors Christopher H. and Melanie M. Ruggles in this matter.
2. I am filing this Certification in response to the Objection to Confirmation (Document #24) filed by attorney James A. Kozachek on behalf of unsecured Creditor Fabio Barbieri (Claim #18) in this matter.
3. It is respectfully submitted that the objection to confirmation fails to set forth a valid basis under section 1325 of the Bankruptcy Code for an objection. Notably, there is no

allegation that the plan does not comply with any provisions of the Bankruptcy Code, no allegation of any unpaid fee or charge, no allegation that the plan was not proposed in good faith or by means forbidden by law, no allegation by this creditor that the proposed plan fails a liquidation analysis, no allegation that the debtors will be unable to make their plan payments, no allegation that the petition was not filed in good faith, and no allegations related to unpaid domestic support allegations or unfiled tax returns. 11 U.S.C. 1325(a)

4. In addition, the objection to confirmation does not claim that all of the debtors' projected disposable income to be received in the commitment period beginning on the first payment date will not be applied to make payments to unsecured creditors. 11 U.S.C. 1325(b)(1)

5. The "Notice of Objection" instead sets forth apparent allegations that would be a potential objection to discharge as to creditor Barbieri. However, Mr. Barbieri has not filed a proper objection to discharge (via motion or adversary proceeding) and the deadline for such claims expired on October 10, 2023.

6. In addition, even if the Court were to somehow construe this document as an objection to discharge, no basis to oppose discharge has been set forth. Notably, there has been no judicial finding by this or any other Court that Debtors engaged in conduct that constituted non-dischargeable fraud under section 523(a)(4) of the Code.

7. Although Creditor does claim that a state court judgment was previously entered, attached hereto as Exhibit "A" is a copy of the application for entry of the judgment. The application does not at any time request a finding of fraud and the damages requested exactly equaled the alleged breach of contract in said claim.

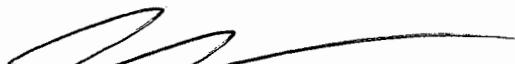
8. Further, and most significantly, the judgment signed by New Jersey Superior Court Judge James A. Pickering, Jr. (Exhibit B) was signed and entered on July 6, 2023. The current

petition was filed on July 5, 2023. As a result, this judgment is invalid and will have to be vacated either by consent or through future motion practice as same constitutes a violation of the automatic stay.

9. For these reasons, it is respectfully submitted that Creditor Fabio Barbieri's Objection to Confirmation be dismissed with prejudice.

10. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DATED: October 20, 2023



Chad M Sherwood, Esquire
Attorney for Debtors

CARTUSCIELLO & KOZACHEK, LLC

By: James A. Kozachek, Esquire
NJ Att. ID 027 411 991

101 Farnsworth Avenue, Bordentown, NJ 08505

Tel (609) 324-8200, Fax (609)-324-8201

Email: JKozachek@CKlawllc.com

Attorneys for Plaintiff Fabio Barbieri

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Fabio Barbieri,

: **SUPERIOR COURT OF NEW JERSEY
CAPE MAY COUNTY
LAW DIVISION**

: **DOCKET NO. : CPM-L-0090-23
CIVIL ACTION**

:
: **CERTIFICATE OF COUNSEL IN
SUPPORT OF REQUEST FOR FINAL
JUDGMENT BY DEFAULT**

Chris Ruggles, Crestview Custom Builders,
LLC, ABC Corporations 1-10 and John and
Jane Does 1-10

:
:

Defendants.

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I, James A. Kozachek, take this Certification in Support of the request of plaintiff, Fabio Barbieri ("Plaintiff") for Entry the Default of defendants, Chris Ruggles and Crestview Custom Builders, LLC ("Defendants") and in support thereof, certify as follows:

1. I am a partner with the law firm of Cartusciello & Kozachek, LLC, attorneys for plaintiff, Fabio Barbieri ("Plaintiff" or "Mr. Barbieri") in the above-captioned matter.
2. As counsel of record for Plaintiff, I have personal knowledge of the matters stated herein.
3. This action was brought to the Court by means of a Complaint and Jury Demand filed on March 6, 2023 (the docket entries confirm this).

'A'

4. I caused a Proof of Service to be filed with the Court on March 13, 2023, confirming that Defendants were properly served on March 8, 2023 (the docket entries also confirm this).

5. Defendants were therefore obligated to Answer or otherwise plead in response to Plaintiff's Complaint no later than Wednesday April 12, 2023.

6. Despite having been served with the Summons, Complaint and CIS, Defendants Chris Ruggles and Crestview Custom Builders, LLC failed to timely answer or otherwise plead in response.

7. Based on Defendants failure to answer or otherwise plead in response to Plaintiff's Complaint, default was entered against the Defendants on June 1, 2023 and the corresponding order was promptly served on Defendants by overnight mail with their receipt confirmed on June 2, 2023.

8. Plaintiff is now seeking entry of a Final Judgment by Default for a sum certain (the return of his deposit) in the amount of \$73,699.82. (See Plaintiff's signed statement and payment proofs attached hereto as Exhibit "A" and incorporated herein by reference).

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements by me are willfully false, I am subject to punishment.



James A. Kozachek

Dated: June 13, 2023

EXHIBIT A

04/15/2023

I originally hired and paid Chris Ruggles, owner of Crestview Custom Builders LLC 309 Crestview Avenue Galloway NJ 08205, on February 23, 2022 to build a modular home on my property an empty lot located at 201 W Baker Ave in Wildwood NJ 08260.

The design and architectural plan of the house and the survey of the property were already done the year before in 2021 by my Architect P+ A2 Studio LLC job # 2130. I gave him the architectural plans and the survey to him to expedite the planning and design process of the modular home. I basically told him exactly what I want to build with all the specifications enlisted in the plan from my architect.

I paid him a total amount of \$73,699.82 in 3 payments:

- \$10,000.00 deposit by check on February 23, 2022.
- \$30,000.00 wire transfer to his Bank of America account on April 18, 2022.
- \$33,699.82 wire transfer to his Bank of America account on May 13, 2022.

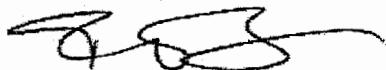
After a full year from my first payment he did not start any type of construction work at my property. My land as of the end of February 2023 looked exactly as it appears when I purchased it. Extremely minimal achievement was done and he did not even place one brick on my land.

He refused to start construction or either to return my funds.

He did not answer to my cancellation letter neither.

I expected him to return to me the full amount I paid him (\$73,699.82) considering he made me waste an entire year. The house at this point should have been already built and I repeat NO CONSTRUCTION WORK OF ANY TYPE WAS DONE AT ALL ON MY LAND.

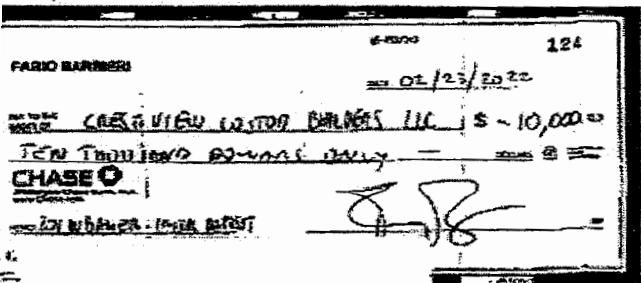
Sincerely,



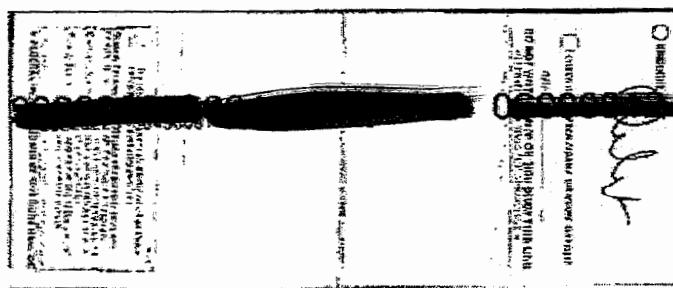
Fabio Barbieri

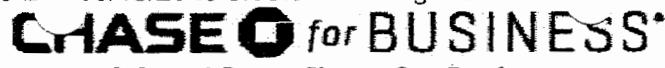
CPM-L-000090-23 26/13/2023 3:08:54 PM Pg 5 of 7 Trar D: LCV20231797798

1st date: 02/23/2022
Amount: \$ 10000.00



Account: [REDACTED]
Check Number: 124





Printed from Chase for Business

Wire date	Status	Wire to	Transaction number	Transfer amount	Amount
Apr 18, 2022	Completed	CRESTVIEW BUILDER	5331500337	\$30,000.00	\$30,000.00 USD

Wire to CRESTVIEW BUILDER (...1817)

Wire from PREMIER PLUS CKG (...0125)

Amount \$30,000.00 USD (U.S. Dollar)

Wire fee \$25.00 USD (U.S. Dollar)

Total \$30,025.00 USD (U.S. Dollar)

Wire date Apr 18, 2022

Status Completed

Status date Apr 18, 2022

Reference number 0268791

Transaction number 5331500337

Message to recipient BARBIERI 201 W BAKER AVE ADDITIONAL DEPOSIT EST
1719Message to recipient bank BARBIERI 201 W BAKER AVE ADDITIONAL DEPOSIT EST
1719

Memo None

CHASE for BUSINESS®
 Printed from Chase for Business

Wire date	Status	Wire to	Transaction number	Transfer amount	Amount
May 13, 2022	Completed	CRESTVIEW BUILDER	5335389720	\$33,699.82	\$33,699.82 USD

Wire to CRESTVIEW BUILDER (...1817)

Wire from PREMIER PLUS CKG (...0125)

Amount \$33,699.82 USD (U.S. Dollar)

Wire fee \$25.00 USD (U.S. Dollar)

Total \$33,724.82 USD (U.S. Dollar)

Wire date May 13, 2022

Status Completed

Status date May 13, 2022

Reference number 0458532

Transaction number 5335389720

Message to recipient BARBIERI 201 W BAKER AVE ADDITIONAL DEPOSIT EST 1719

Message to recipient bank BARBIERI 201 W BAKER AVE ADDITIONAL DEPOSIT EST 1719

Memo completing 20 per cent deposit as per contract

CARTUSCIELLO & KOZACHEK, LLC

By: James A. Kozachek, Esquire
NJ Att. ID 027 411 991

101 Farnsworth Avenue, Bordentown, NJ 08505
Tel (609) 324-8200, Fax (609)-324-8201
Email: JKozachek@CKlawllc.com
Attorneys for Plaintiff Fabio Barbieri

***Edited by the Court**

Fabio Barbieri,

Plaintiffs,

v.

Chris Ruggles, Crestview Custom Builders,
LLC; ABC Corporations 1-10 and John and
Jane Does 1-10

Defendants.

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: **SUPERIOR COURT OF NEW JERSEY**
: **CAPE MAY COUNTY**
: **LAW DIVISION**
: **DOCKET NO. : CPM-L-0090-23**
: **CIVIL ACTION**
: **FINAL JUDGMENT AND ORDER BY**
: **DEFAULT AGAINST DEFENDANTS**
: **CHRIS RUGGLES AND CRESTVIEW**
: **CUSTOM BUILDERS, LLC**
:
:
:
x

THIS MATTER having been brought to the Court by Plaintiff, Fabio Barbieri, as a result of the default of defendants Chris Ruggles and Crestview Custom Builders, LLC and for other good cause shown;

IT IS on this 6th day of July, 2023,

ORDERED that a Final Judgment by Default shall be entered in the sum certain of Seventy-Three Thousand, Six Hundred Ninety-Nine Dollars and Eighty Two Cents (\$73,699.82); and it is further

ORDERED that Defendants shall return Plaintiff's deposit in the amount of \$73,699.82 within thirty (30) days of the date of this Final Judgment and Order; and it is further

ORDERED that a copy of the within Final Judgment by Default and Order be served by overnight mail on the Defendants in Default within seven (7) days of the date hereof at Defendants' address of 309 Crestview Ave, Galloway, NJ 08205.


James H. Pickering Jr. J.S.C.

[] Opposed
[X] Unopposed

**Having reviewed the above motion, I find it to be
meritorious on its face and unopposed. Pursuant to
R.1:6-2, it therefore will be granted essentially for the
reasons set forth on the moving papers.**